

| | | | | | | | |
|--|--|--|--|---|--|--|--|
| AWARD/CONTRACT | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) | | RATING | | PAGE OF PAGES 1 79 | |
| 2. CONTRACT (Proc. Inst. Ident.) NO. EP-W-10-019 | | 3. EFFECTIVE DATE 10/1/2010 | | 4. REQUISITION/PURCHASE REQUEST PROJECT NO. PR-HQ-10-11067 | | | |
| 5. ISSUED BY CODE | | | | 6. ADMINISTERED BY (if other than Item 5) CODE | | | |
| U.S. Environmental Protection Agency Administrative Contract Service Center (3803R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460 | | | | | | | |
| 7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) EASTERN RESEARCH GROUP INC 110 HARTWELL AVENUE Lexington, MA 02421-3136 DUNS: (b)(4) | | | | 8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) Destination | | | |
| | | | | 9. DISCOUNT FOR PROMPT PAYMENT N/A | | | |
| CODE | | FACILITY CODE | | 10. SUBMIT INVOICES (4 copies unless otherwise specified) To THE ADDRESS SHOWN IN: | | ITEM 12 | |
| 11. SHIP TO MARK FOR CODE | | | | 12. PAYMENT WILL BE MADE BY CODE | | | |
| If applicable, see Section B of the schedule. | | | | U.S. Environmental Protection Agency RTP-Finance Center (D143-02) 109 T.W. Alexander Drive Durham, NC 27711 | | | |
| 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)() | | | | 14. ACCOUNTING AND APPROPRIATION DATA See Accounting and Appropriation data in Section B | | | |
| 15A. ITEM NO. | | 15B. SUPPLIES/SERVICES | | 15C. QUANTITY | | 15D. UNIT | |
| 15E. UNIT PRICE | | 15F. AMOUNT | | | | | |
| BASE Period | | Technical Services | | | | \$3,341,267.00 | |
| Option Period I | | Technical Services | | | | \$3,438,042.00 | |
| Option Period II | | Technical Services | | | | \$3,538,086.00 | |
| Option Period III | | Technical Services | | | | \$3,641,476.00 | |
| Option Period IV | | Technical Services | | | | \$3,748,939.00 | |
| | | | | 15G. TOTAL AMOUNT OF CONTRACT \$17,707,810.00 | | | |
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| CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE | | | | | | | |
| 17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required) | | | | 18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your | | | |
| to sign this document and return 1 copies to issuing office). Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following document: (a) this award/contract. (b) solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) | | | | offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. | | | |
| 19A. NAME AND TITLE OF SIGNER (Type or print) | | | | 20A. NAME OF CONTRACTING OFFICER | | | |
| | | | | MARGARET S. KLINE | | | |
| 19B. NAME OF CONTRACTOR | | 19C. DATE SIGNED | | 20B. UNITED STATES OF AMERICA | | 20C. DATE SIGNED | |
| BY _____ | | | | BY _____ | | | |
| (Signature of person authorized to sign) | | | | (Signature of Contracting Officer) | | | |

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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

P

| DCN | BFYS FUND | ORG | PRC | SITE/ PROJECT | COST ORG | OBJ CLSS | AMOUNT | / |
|-----|-----------|-----|-----|------------------|-------------|-------------|--------|---|
| | | | | | | | | C |

Individual Program Management Task Orders are awarded at the same time of the IDIQ contract award. Each Task Order included funding for the minimum order guarantee - \$10,000.00.

B.1 Program Management**Program Management**

Each awardee shall be issued a Task Order (TO) for the maintenance of the monthly progress report (see contract clause in Section F "Monthly Progress Report" to support an on-call Program Manager and Technical staff. The number of hours, labor category mix and total dollar amount of the Task Order will be negotiated after contract award. The T.O. may not include any Bid and Proposal (B&D) costs for other Task Orders. B&P costs for T.O. proposal preparation are not an allowable direct cost to the contract. The minimum order guarantee of \$10,000.00 is included in the Program Management Task Order.

B.2 FIXED RATES FOR SERVICES--INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.216-73) (APR 1984) DEVIATION

The following fixed rates shall apply for payment purposes for the duration of the contract. The rates are not subject to change during the life of the contract. Other Direct Costs (ODCs) will be reimbursed for actual costs incurred.

Base Period (October 1, 2010 - September 30, 2011)

| <u>Labor Category</u> | <u>Fixed Hourly Burdened Rate</u> | <u>Estimated # Labor Hours</u> | <u>Total Cost</u> |
|---|-----------------------------------|--------------------------------|------------------------------|
| Sr. Executive/Program Manager | (b)(4) | TBD | TBD** |
| Sr. Mining/Finance Executive | | TBD | TBD** |
| Sr. Executive Professional | | TBD | TBD** |
| Sr. Mining/Finance Professional | | TBD | TBD** |
| Sr. Professional | | TBD | TBD** |
| Mid-Level Professional | | TBD | TBD** |
| Professional | | TBD | TBD** |
| Junior Professional | | TBD | TBD** |
| Support Personnel II | | TBD | TBD** |
| Support Personnel I | | TBD | TBD** |
| Sub Total Base Period | | 26,500* | (b)(4) |
| Other Direct Costs (ODCs) | | | (b)(4) |
| (incl G&A (b)(4) ERG; (b)(4) | | | |
| Consultants/subcontracts ERG (b)(4); (b)(4) | | | |
| Total Cost Base Period | | | <u>\$3,341,267.00</u> |

*The Level of Effort of 26,500 labor hours is the maximum level of effort designated per year for all IDIQ awardees and must not be exceeded unless authorized in writing by the Contracting Officer.

**Each Task Order will specify level of effort, work, deliverables, delivery dates and other relevant information.

Option Year I (October 1, 2011 - September 30, 2012)

| <u>Labor Category</u> | <u>Fixed Hourly Burdened Rate</u> | <u>Estimated # Labor Hours</u> | <u>Total Cost</u> |
|---|-----------------------------------|--------------------------------|------------------------------|
| Senior Executive/Program Manager | (b)(4) | TBD | TBD** |
| Senior Mining/Finance Executive | | TBD | TBD** |
| Senior Executive/Professional | | TBD | TBD** |
| Senior Mining/Finance Professional | | TBD | TBD** |
| Senior Professional | | TBD | TBD** |
| Mid-Level Professional | | TBD | TBD** |
| Professional | | TBD | TBD** |
| Junior Professional | | TBD | TBD** |
| Support Personnel II | | TBD | TBD** |
| Support Personnel I | | TBD | TBD** |
| Sub Total Option Period I | | 26,500* | (b)(4) |
| Other Direct Costs | | | (b)(4) |
| (incl G&A (b)(4) ERG; (b)(4) | | | |
| Consultants/subcontracts ERG (b)(4); (b)(4) | | | |
| Total Cost Option Period I | | | <u>\$3,438,042.00</u> |

*The Level of Effort of 26,500 labor hours is the maximum level of effort designated per year for all IDIQ awardees and must not be exceeded unless authorized in writing by the Contracting Officer.

****Each Task Order will specify level of effort, work, deliverables, delivery dates and other relevant information.**

Option Year II (October 1, 2012 - September 30, 2013)

| <u>Labor Category</u> | <u>Fixed Hourly Burdened Rate</u> | <u>Estimated #Hours</u> | <u>Total Cost</u> |
|--|-----------------------------------|-------------------------|------------------------------|
| Senior Executive/Program Manager | (b)(4) | TBD | TBD** |
| Senior Mining/Finance Executive | | TBD | TBD** |
| Senior Executive/Professional | | TBD | TBD** |
| Senior Mining/Finance Professional | | TBD | TBD** |
| Senior Professional | | TBD | TBD** |
| Mid-Level Professional | | TBD | TBD** |
| Professional | | TBD | TBD** |
| Junior Professional | | TBD | TBD** |
| Support Personnel II | | TBD | TBD** |
| Support Personnel I | | TBD | TBD** |
| Sub Total Option Period II | | 26,500* | (b)(4) |
| Other Direct Costs | | | (b)(4) |
| (incl G&A (b)(4) ERG (b)(4) | | | |
| Consultants/subcontracts ERG (b)(4) (b)(4) | | | |
| Total Cost Option Period II | | | <u>\$3,538,086.00</u> |

***The Level of Effort of 26,500 labor hours is the maximum level of effort designated per year for all IDIQ awardees and must not be exceeded unless authorized in writing by the Contracting Officer.**

****Each Task Order will specify level of effort, work, deliverables, delivery dates and other relevant information.**

Option Year III (October 1, 2013 - September 30, 2014)

| <u>Labor Category</u> | <u>Fixed Hourly Burdened Rate</u> | <u>Estimated #Hours</u> | <u>Total Cost</u> |
|--|-----------------------------------|-------------------------|------------------------------|
| Senior Executive/Program Manager | (b)(4) | TBD | TBD** |
| Senior Mining/Finance Executive | | TBD | TBD** |
| Senior Executive/Professional | | TBD | TBD** |
| Senior Mining/Finance Professional | | TBD | TBD** |
| Senior Professional | | TBD | TBD** |
| Mid-Level Professional | | TBD | TBD** |
| Professional | | TBD | TBD** |
| Junior Professional | | TBD | TBD** |
| Support Personnel II | | TBD | TBD** |
| Support Personnel I | | TBD | TBD** |
| Sub Total Option Period III | | 26,500* | (b)(4) |
| Other Direct Costs | | | (b)(4) |
| (incl G&A (b)(4) ERG (b)(4) | | | |
| Consultants/subcontracts ERG (b)(4) (b)(4) | | | |
| Total Cost Option Period III | | | <u>\$3,641,476.00</u> |

***The Level of Effort of 26,500 labor hours is the maximum level of effort designated per year for all IDIQ awardees and must not be exceeded unless authorized in writing by the Contracting Officer.**

****Each Task Order will specify level of effort, work, deliverables, delivery dates and other relevant information.**

Option Year IV (October 1, 2014 – September 30, 2015)

| <u>Labor Category</u> | <u>Fixed Hourly Burdened Rate</u> | <u>Estimated #Hours</u> | <u>Total Cost</u> |
|--|-----------------------------------|-------------------------|------------------------------|
| Senior Executive/Program Manager | (b)(4) | TBD | TBD* |
| Senior Mining/Finance Executive | | TBD | TBD* |
| Senior Executive/Professional | | TBD | TBD* |
| Senior Mining/Finance Professional | | TBD | TBD* |
| Senior Professional | | TBD | TBD* |
| Mid-Level Professional | | TBD | TBD* |
| Professional | | TBD | TBD* |
| Junior Professional | | TBD | TBD* |
| Support Personnel II | | TBD | TBD* |
| Support Personnel I | | TBD | TBD* |
| Sub Total Option Period III | | 26,500* | (b)(4) |
| Other Direct Costs | | | (b)(4) |
| (incl G&A (b)(4) ERG (b)(4) | | | |
| Consultants/subcontracts ERG (b)(4) (b)(4) | | | |
| Total Cost Option Period IV | | | <u>\$3,748,939.00</u> |

***The Level of Effort of 26,500 labor hours is the maximum level of effort designated per year for all IDIQ awardees and must not be exceeded unless authorized in writing by the Contracting Officer.**

***Each Task Order will specify level of effort, work, deliverables, delivery dates and other relevant information.**

The rate, or rates, set forth above include salaries or wages, overhead, general and administrative expenses, and profit and are fixed for the life of the contract.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for the Statement of Work and accepted by the designated Contracting Officer's Representative (COR). The Government shall pay the Contractor for acceptable performance during the life of the contract and at the rates in effect during each contract year. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual.

| | |
|------------------------------|------------------------|
| Total Base Period | \$ 3,341,267.00 |
| Total Option Year I | \$ 3,438,042.00 |
| Total Option Year II | \$ 3,538,086.00 |
| Total Option Year III | \$ 3,641,476.00 |
| Total Option Year IV | \$ 3,748,939.00 |

Contract Total-All Periods \$17,707,810.00

The labor Categories represent fully-loaded rates for each Professional Level (PL). The fixed hourly rate for each category of labor specified above shall be used to price all task orders issued under this contract. Labor shall not be reimbursed as an "Other Direct Cost" unless authorized in writing by the Contracting Officer.

The rate, or rates, set forth above cover all expenses, including report preparation, salaries, overhead, general and administrative expenses, and profit.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual Delivery Orders and accepted by the **designated Contracting Officer's Representative, (COR)**. The Government shall pay the Contractor for the life of a delivery order at rates in effect when the delivery order was issued, even if performance under the delivery order crosses into another period. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all Delivery Orders.

B.3 MINIMUM AND MAXIMUM AMOUNTS (EP 52.216-140) (APR 1984)

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of **\$10,000.00** for the base contract year.

The amount of all orders for **all contract awardees** shall not exceed an aggregate level of effort of 132,500 labor hours over the total five year life of the contract, if options are exercised:

| | |
|-----------------|----------------|
| BASE YEAR | \$3,341,267.00 |
| Option Year I | \$3,438,042.00 |
| Option Year II | \$3,538,086.00 |
| Option Year III | \$3,641,476.00 |
| Option Year IV | \$3,748,939.00 |

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994) DEVIATION

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

C.2 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000) DEVIATION

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov/etsd/directives.nsf>.)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204M
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 564-9629

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

C.3 LABOR CLASSIFICATION DEFINITIONS

The following labor classification definitions are applicable for this requirement.

Certain personnel are deemed essential to the contractors performance of the work under this contract. These are designated as Key Personnel positions.

The provisions clause H.13, "KEY PERSONNEL" shall apply to these personnel for the base year and each option year. The following position is designated as Key Personnel: Program Manager

Personnel Qualifications:

Senior Executive Professional

Minimum Education Requirements:

Graduate degree in Public Policy, Technology and policy, Environmental Science, Economics, Geology, Chemistry, Statistics, Communications, Management, Business, Public Administration or Engineering, from an accredited academic Institution or equivalent, and;

Minimum Experience Requirements:

Minimum fifteen (15) years of applicable and relevant experience in planning, conducting and participating in short and long-term studies; the design, review and evaluation of management and administration systems; and the provision of management and technical support. Some of the experience must include scheduling work to meet completion dates, estimating manpower needs and reviewing project progress and making changes in methodology where necessary.

Activities Under the Contract:

This individual supervises projects of the greatest complexity and significance, requiring advanced knowledge and the ability to originate and apply new and unique methods and procedures. This person supplies technical advice and counsel to other professionals,

resolves problems and generally operates with wide latitude for un-reviewed actions. Responsibilities include organization, direction and coordination of planning, and production of contractor activities. All important work performed and reviewed by Senior Professionals shall go to the Senior Executive Professional for final review prior to submission to EPA.

Senior Professional

Minimum Education Requirement:

Graduate degree in Public Policy, Technology and policy, Environmental Science, Economics, Geology, Chemistry, Statistics, Communications, Management, Business, Public Administration or Engineering, from an accredited academic Institution or equivalent, and

Minimum Experience Requirements:

Minimum ten (10) years of applicable and relevant experience in planning, conducting and participating in short and long-term studies; the design, review and evaluation of management and administration systems; and the provision of management and technical support. Some of the experience must include scheduling work to meet completion dates, estimating manpower needs and reviewing project progress and making changes in methodology where necessary.

Activities Under the Contract:

This individual plans, conducts and supervises projects of major significance, requiring advanced knowledge and the ability to originate and apply new unique methods and procedures. This person supplies technical advice and counsel to other professionals, resolves problems and generally operates with wide latitude for un-reviewed action. Responsibilities include organization, direction and coordination of planning, and production of contractor activities.

Mid Level Professional

Minimum Education Requirements:

Graduate degree in Public Policy, Technology and policy, Environmental Science, Economics, Geology, Chemistry, Statistics, Communications, Management, Business, Public Administration or Engineering, from an accredited academic Institution or equivalent, and;

Minimum Experience Requirements:

Minimum six (6) years applicable and relevant experience participating in short and long-term studies; the design, review and evaluation of management and administrative systems; and the provision of information management, technical analytical support.

Activities Under the Contract:

Individual receives assignments associated with project from senior professional translating technical guidance received into usable data and information applicable to the particular assignment. Work assignments are varied and required originality and ingenuity. The individual provides day-to-day technical guidance and leadership to subordinate technical personnel.

Professional

Minimum Educational Requirements:

undergraduate degree in Public Policy, Technology and policy, Environmental Science, Economics, Geology, Chemistry, Statistics, Communications, Management Business, Public Administration, Information Management or Engineering, from an accredited academic Institution or equivalent, and;

Minimum Experience Requirements:

Minimum three (3) years of applicable and relevant experience participating in short and long-term studies; the design, review and evaluation of management and administrative systems; and the provision of information management, technical and analytical support.

Activities Under the Contract:

Individual gathers and correlates data and performs routine analyses.

Person works on less complex or complicated assignments where evaluations or critical assessment is limited, and reviewed by more senior professional staff.

Junior Professional

Minimum Educational Requirements:

Minimum three (3) years of applicable and relevant experience participating in short and long-term studies; the design, review and evaluation of management and administrative systems; and the provision of information management, technical and analytical support.

Activities Under the Contract:

Individual gathers and correlates data and performs routine analyses.

Person generally works on less complicated assignments where evaluation and assessment is limited. Person works under close supervision of senior professional or project/task leader.

Support Personnel

This includes but is not limited to, secretaries, data entry clerks, word processors, bookkeepers, and technical artists. This group provides administrative, compilation and clerical support to the Senior and Junior Staff.

Most of this support is characterized as routine and/or repetitive in nature.

Support personnel must have the capability of operating general office equipment, including personal computers.

Experience/Education Substitutions:

1. An acceptable substitute for an undergraduate degree is any combination of additional years of experience in the proposed field on a two-for-one basis (i.e., 2 years of experience substitutes for 1 year of college) plus college level study in the particular field totaling four years.

2. An undergraduate degree in environmental science, economics, geology, chemistry, statistics, management, business administration, public administration, engineering or information management from an accredited academic

institution, plus any combination of additional years of relevant experience on a two-to-one basis (i.e., 2 years of experience substitutes for 1 year of graduate level study) and graduate level study in the proposed field of expertise totaling two (2) years will be an acceptable substitute for a graduate degree.

3. Additional years of graduate level study in environmental science, economic, geology, chemistry, statistics, management, business administration, public administration, engineering or information management from an accredited academic institution will be considered equal to years of experience on a one-for-one substitution basis, with the total number of additional years of graduate level study that can be substituted for experience limited to four (4) years.

4. Other than described above, equivalent educational experience may not be substituted for the experience.

SECTION D - PACKAGING AND MARKING

[For this Contract, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (FAR 52.246-6) (MAY 2001) DEVIATION

(a) *Definitions.* As used in this clause--

"Contractor's managerial personnel" means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location where the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

"Materials" includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) below, the cost of replacement or correction shall be determined under the

Allowable Cost and Payment clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 STOP WORK ORDER (FAR 52.242-15) (AUG 1989) DEVIATION**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall, at Government expense, immediately comply with its terms and take all reasonable steps to minimize the incurrence of cost allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either --

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery completion schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; *provided*, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F.2 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996) DEVIATION

(a) The Contractor shall furnish 2 copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include

the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor costs.

(iii) For the cumulative contract period display: the negotiated and expended direct labor hours (by EPA labor category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved workplans.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining

approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor hours.

(iii) For the cumulative reporting period and cumulative contract period display: the negotiated and expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost per labor hour. For the current period, compare the actual total cost per hour of the approved workplans.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the 12 of each month following the first complete reporting period of the contract.

See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

| | |
|-----------------------|---------------------|
| <u>No. of Copies:</u> | <u>Addresses:</u> |
| 1 | Task Order COR |
| <hr/> | |
| 1 | Contracting Officer |

F.3 EFFECTIVE PERIOD OF CONTRACT--TIME AND MATERIALS, LABOR HOUR, OR INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EP 52.212-155) (APR 1984)

The effective period of this contract is:

| | | |
|-----------|------------|-----------|
| Base Year | Start Date | End Date |
| | 10/1/2010 | 9/30/2011 |

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 ORDERING--BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984)**

(a) The Government will order any supplies and services to be furnished under this contract by issuing delivery orders on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration date of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers:

None

(b) A Standard Form 30 will be the method of amending delivery orders.

(c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Ordering Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each delivery order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

G.2 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (JUN 1996) DEVIATION

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block **12** on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a

reconciliation of the difference as part of the payment request.

**G.3 PAYMENTS--FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73) (OCT 2000)
DEVIATION**

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

The rates shall include wages, indirect costs, general and administrative expenses, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the paying office. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job, timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the "Disputes" clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials, other direct costs, and subcontracts.

(1) The allowability of direct materials and other direct costs shall be determined by the Contracting Officer in accordance with Subpart 31.2 of the Federal Acquisition Regulation in effect on the date of this contract. Reasonable and allocable material handling costs or indirect costs may be included in the charge for material or other direct costs to the extent they are clearly excluded from the hourly rate. Material handling and/or indirect cost rates are specified in the "Indirect Costs" clause. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR. Direct materials or other direct costs, as used in this clause, are those items which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) Subcontracted effort may be included in the fixed hourly rates discussed

in paragraph (a)(1) of this clause and will be reimbursed as discussed in that paragraph. Otherwise, the cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause provided that the costs are consistent with subparagraph (3) of this clause. Reimbursable costs in connection with subcontracts shall be payable to subcontractors consistent with FAR 32.504 in the same manner as for items and services purchased directly for the contract under paragraph (a)(1) of this clause. Reimbursable costs shall not include any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(3) To the extent able, the Contractor shall (i) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (ii) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(4) If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding (b)(1) above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

(c) Contracting Officer notification: For contract administration purposes, the Contractor shall notify the Contracting Officer in writing when the total value of all delivery orders issued exceeds 85 percent of the maximum price specified in the schedule.

(d) Maximum amount. The Government shall not be obligated to pay the Contractor any amount in excess of the maximum amount in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the maximum amount set forth in the Schedule, unless or until the Contracting Officer shall have notified the Contractor in writing that the maximum amount has been increased and shall have specified in the notice a revised maximum that shall constitute the maximum amount for performance under this contract. When and to the extent that the maximum amount set forth in the Schedule has been increased, any hours expended, and material or other direct costs incurred by the Contractor in excess of the maximum amount before the increase, shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the maximum amount.

(e) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are

found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

G.4 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its

contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency
 Chief, Cost and Rate Negotiation Service Center
 Office of Acquisition Management (3802R)
 Ariel Rios Building
 1200 Pennsylvania Avenue, N.W.
 Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost Center
 Period
 Rate

Base* only indirect rates applied to Other Direct Costs are allowable as direct costs such as a General and Administrative rate. Burdened labor rates include appropriate indirect rates. See paragraph (c) for ceilings.

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments,

the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Indirect: (b)(4)
 Period: Life of contract
 Rate: (b)(4) ERG (b)(4)
 Base: (b)(4)
 Base: (b)(4) ERG (b)(4) (b)(4)

Indirect rates applicable to Other Direct Costs are ceilinged rates and are not subject to adjustment during the performance period of this contract.

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

G.5 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer:

Margaret Kline
 1200 Pennsylvania Ave. N.W.
 Mail Code 3803R (Room 71284)
 Washington, DC 20460
 Ph: 202-564-4238
 Fax: 202-565-2554
 Email: kline.margaret@epa.gov

Contract Specialist(s) responsible for administering this contract:

Margaret Kline - same as information under the above Project Officer;

Administrative Contracting Officer:

Margaret Kline - same as information under the above Project Officer;

Invoice Approval:

Invoice approval will be provided by each designated Task Order COR.

G.6 TASK ORDER PROCEDURES

The following procedures will be used by the Government to order work under this contract. The Contracting Officer may issue task orders by mail, facsimile, email, or by other selected commerce method. The Contractor will generally be allowed between seven (7) and fourteen (14) calendar days to prepare and submit the project plan and cost/price proposal. However, more or less time may be necessary based

on the requirements.

New Task Orders Under Fair Opportunity Procedure

The Contracting Officer will issue written requests to Contractors in accordance with the fair opportunity procedures outlined in FAR 16.505(b) and any contract-level statements of work tailored as a result of a small business set-aside award. Agency goals for Small Business Utilization can be found at: http://www.epa.gov/osbp/direct_goals.htm (contact OSBP for 2010 goals if you need assistance) and for assistance at: http://www.epa.gov/osbp/direct_team.htm.

. The written request will include a statement of work, a Government estimated level of effort, submission due date, evaluation factors/criteria, and other information deemed appropriate. The request will also include specific instructions for the submission of the project plan (e.g., oral or written, and distribution instructions) and cost estimate, as well as a submission due date.

Task Order Procedures

The following procedures will be used by the Government to order work under this contract. The Contracting Officer may issue task orders by mail, facsimile, email, or by other selected commerce method. The preferred method for issuance is via email that includes either a MS word file or pdf file attachment. The Contractor will generally be allowed between seven (7) and fourteen (14) calendar days to prepare and submit the project plan and cost/price proposal. However, more or less time may be necessary based on the requirements.

(a) New Task Orders Under Fair Opportunity Procedure

The Contracting Officer will issue written requests to Contractors in accordance with the fair opportunity procedures outlined in FAR 16.505(b) and any contract-level statements of work tailored as a result of a small business set-aside award. The written request will include a statement of work, a Government estimated level of effort, submission due date, evaluation factors/criteria, and other information deemed appropriate. The request will also include specific instructions for the submission of the project plan (e.g., oral or written, and distribution instructions) and cost estimate, as well as a submission due date.

The Contracting Officer will give each awardee a fair opportunity to be considered for each order in excess of \$3,000 except as provided in paragraph X "Exceptions to Fair Opportunity".

(b) Procedures providing a fair opportunity for consideration on each requirement

(1) The Government will provide all awardees a fair opportunity to be considered for each order. This opportunity will be provided through the Government's examination of existing information already in the Government's possession, such as an awardee's original proposal (labor rates, technical/management capabilities, etc.), demonstrated expertise in a specialized area beyond that of other awardees, and /or current past performance reports (including the Contractor's original proposal data if it is the most current data the Government possesses.) As work proceeds under this contract, the Government will rely upon recent task order performance reports rather than on past performance records submitted with the original proposal to the maximum extent possible.

(2) Exceptions to the fair opportunity process. The contracting officer shall give every awardee a fair opportunity to be considered for a delivery-order or

task-order exceeding \$3,000 unless one of the following statutory exceptions applies:

- (i) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays;
- (ii) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;
- (iii) The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
- (iv) It is necessary to place an order to satisfy a minimum guarantee.
- (v) It becomes known that a Contractor has an unacceptable conflict of interest.

(c) Proposal Process for Selected Multi-Awardees

(1) The CO will issue a Request for Task Order Proposal (RFTOP) to those awardees selected for consideration. The proposal request will generally include a Statement of Work (SOW) that includes a detailed description of work to be accomplished, a listing of the deliverables, and additional information as appropriate. The proposal request will also include specific instructions for the submission of proposals for example. oral or written, distribution instructions, selection criteria factors and other relevant information as applicable.

(2) Awardees will generally be allowed between seven (7) and fourteen (14) calendar days to prepare and submit proposals. The proposal close date will be indicated in each RFTOP and may vary. Awardees may respond to RFTOPs with "NO BID" responses at their own discretion. "No Bid" responses to an RFTOP must include a brief statement to explain the basis for non participation.

(3) Bid and Proposal (B&P) Costs

B&P costs of preparing a Task Order proposal will not be reimbursed as a direct cost to this contract.

(4) Technical Proposals

The Task Order proposal request will state whether an oral proposal is required in addition to or instead of the written technical proposal. Oral and written proposals shall address, as a minimum:

- i. Technical approach;
- ii. Lead personnel;
- iii. Quantities/hours of personnel by labor categories;
- iv. Other Direct Costs (ODCs)
- v. Risks;
- vi. Period of performance if not provided in the RFTOP;
- vii. Government furnished property/equipment, if applicable
- viii. Teaming arrangements including subcontracting

Technical proposals shall be concise (generally no more than 5 - 10 pages in length) and should state either compliance or exception to the Task Order requirements, risks, assumptions, and conflict of interest issues. Proposals shall not merely restate Task Order Statement of Work requirements.

Follow-on Task Orders

In accordance with the fair Opportunity Procedures outlined in FAR 16.505(b), the Contracting Officer may issue a direct follow-on award to the incumbent task order Contractor. The written request will include the elements described above, and may request either a:

- (a) Project plan and cost/price proposal, or
- (b) Cost/price proposal if the statement of work is substantially the same as the previous order.

Project Plan

The project plan shall include for each task, as appropriate the:

- (a) Technical approach (if required) to perform the work;
- (b) Staffing plan (including lead personnel, any teaming arrangements or subcontracted effort);
- (c) Risks;
- (d) Government furnished property (GFP), government furnished equipment (GFE), or government furnished data (GFD);
- (e) Delivery schedule, and
- (f) Any other requested information.

The project plan information should be brief (e.g. 3-5 pages, or more if necessary) stating compliance or exception to task order requirements, risks, assumptions, and conflict of interest issues. Plans shall not merely restate the statement of work requirements.

Price/Cost Proposal

The price/cost proposal shall include detailed cost/price amounts for all resources required to accomplish work under the task order (e.g., labor hours, other direct costs, or travel) for each task, and an overall summary including any indirect rates for the prime and any subcontractor(s). At a minimum, the following data will be provided:

- (a) Appropriate labor categories in accordance with Section B - SCHEDULE and associated number of hours, identification of clerical labor, other direct costs elements, and any GFP, GFE, or GFD required.

- (b) Any other relevant information requested in the RFTOP.

The Government may contact an awardee with question concerning its proposal if necessary. Such contact does not constitute discussions as defined by FAR 15.601.

Selection Criteria for Awarding Task Orders

The Government will evaluate proposals received by the close date and time, in accordance to the evaluation criteria provided in the RFTOP. The award decision will be based upon as a, minimum on selection criteria that addresses past performance, technical/management approach and price/cost. Individual task order selection criteria may include other factor(s) relevant to the particular task order. The order of importance for the factors may be identified on each individual request.

Proposal Process for Award under Other than Fair Opportunity to be Considered Provision

The proposal process for excepted requirements as defined in paragraph (b)(2) above of "Task Ordering Procedures" is the same as in the above paragraph "Selection Criteria for Awarding Task Orders" except that there will be no selection criteria.

Unauthorized Work

The Contractor is not authorized to commence task performance prior to issuance of a signed task order or verbal approval provided by the Contracting Officer.

Task Funding Restriction

No unfunded tasks are allowed.

Task Order Conflict of Interest

Within twenty (20) days of receipt of a task order, the Contractor shall provide a conflict of interest certification. Before submitting the conflict of interest certification, the Contractor shall initially search through all of its available records to identify any actual or potential conflicts of interest. During the first three years of this contract, the Contractor shall search through all records created since the beginning of this contract, plus the records of the Contractor prior to the award of the blanket purchase agreement until a minimum of three years of records are accumulated. Once three years of records have accumulated, prior to certifying, the Contractor shall search its records, at a minimum, over the past three years immediately prior to the receipt of the task order. In the conflict of interest certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer, or that to the best of the Contractor's knowledge and belief, no actual or potential conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this contract or relating to this contract have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000) DEVIATION

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling 1-888-546-8740.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

H.2 PRINTING (EPAAR 1552.208-70) (DEC 2005) DEVIATION

(a) *Definitions.*

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

"Incidental" means a draft and/or proofed document (not a final document) that is not prohibited from printing under EPA contracts.

(b) *Prohibition.*

(1) The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is eliminate duplication of final documents.

(2) In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.*

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing if it is deemed appropriate to exceed the duplication thresholds. Duplication services of "incidentals" in excess of the thresholds, are allowable.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting

officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(e) *Violations.*

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

**H.3 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)
ALTERNATE I (MAY 1994) DEVIATION**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.4 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR

1552.209-73) (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.5 CONTRACTOR PERFORMANCE INFORMATION (EPAAR 1552.242-71) (MAY 2010) DEVIATION

(a) In accordance with Federal Acquisition Regulation (FAR) Subpart 42.15 and EPAAR Deviation 1542.15, past performance evaluation shall be prepared and submitted electronically to the Past Performance Information Retrieval System (PPIRS). The process for submitting evaluation reports to PPIRS shall be through use of the Contractor Performance Assessment Reporting System (CPARS) which has connectivity with PPIRS.

Using CPARS, EPA shall Evaluate contractor performance using the following evaluation factors as applicable: Technical (Quality of Product), Product Performance, Systems Engineering, Software Engineering, Logistic Support/Sustainment, Product Assurance, Other Technical Performance, Schedule, Cost Control (Not Applicable for Firm-Fixed Price or Firm-Fixed price with Economic Price Adjustment), Management, Management Responsiveness, Subcontract Management, Program Management and Other Management, Other Areas, and Utilization of Small Business.

Each evaluation factor shall be rated in accordance with a five scale rating system: Red/Unsatisfactory, Yellow/Marginal, Green/Satisfactory, Purple/Very Good, and Dark Blue/Exceptional, N/A = Not Applicable. Plus or minus signs may be used to indicate an improving (+) or worsening (-) trend insufficient to change assessment status.

(b) The contractor shall designate representatives to whom the evaluations will be sent automatically and electronically. The name, title, e-mail address and phone number of the designated contractor representative shall be provided to the contracting officer who will, in turn, provide that information to their CPARS Focal Point administrator for authorization access. Any changes in designated contractor personnel shall be the sole responsibility of the contractor to inform the contracting officer and the CPARS Focal Point.

The Contractor has thirty (30) calendar days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The response shall be sent through CPARS.

The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) calendar days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and finalize the evaluation in CPARS after expiration of the specified 30 calendar days.

If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the contract level contracting officer's representative and/or applicable official, shall initially try to resolve the disagreement with the contractor.

If the disagreement is not resolved between the contractor and the contracting officer the matter will be referred, as promptly as possible to the Reviewing Official (an official at least one level above the contracting office or contract specialist) for resolution.

The Agency Reviewing Official shall record a determination in CPARS. The ultimate conclusion on the performance evaluation is a decision of the EPA.

The contracting officer shall complete the Agency review and finalize the evaluation in CPARS after the contracting officer receives the Agency Reviewing Official's determination.

An interim or final report is considered completed after the contracting officer finalizes the evaluation in CPARS.

H.6 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-- INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.217-76) (APR 1984) DEVIATION

(a) The Government has the option to extend the effective period of this contract for 4 additional period(s). If more than sixty (60) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the options are exercised, the "Minimum and Maximum Contract Amount"

clause will be modified to reflect new and separate maximum amounts:

| Period | Minimum Amount | Maximum Amount |
|-------------------|----------------|----------------|
| Option Period I | \$0 | \$3,438,042.00 |
| Option Period II | \$0 | \$3,538,086.00 |
| Option Period III | \$0 | \$3,641,476.00 |
| Option Period IV | \$0 | \$3,748,939.00 |

(c) The "Effective Period of the Contract" clause will be modified as follows:

| Period | Start Date | End Date |
|-------------------|------------|----------|
| Option Period I | 10/01/11 | 09/30/12 |
| Option Period II | 10/01/12 | 09/30/13 |
| Option Period III | 10/01/13 | 09/30/14 |
| Option Period IV | 10/01/14 | 09/30/15 |

H.7 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval.

Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.8 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor

by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

H.9 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.10 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the

information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business

Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.11 CONTRACT PUBLICATION REVIEW PROCEDURES (EPAAR 1552.237-70) (APR 1984)

(a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this subject and the following.

(b) Except as indicated in paragraph (c) below, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Project Officer will notify the Contractor of review completion within thirty (30) calendar days after the Contractor's transmittal to the Project Officer of material generated under this contract. If the Contractor does not receive Project Officer notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.

(c) The Contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:

(1) The Contractor shall submit to the Contracting Officer and the Project Officer, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.

(2) The Contractor shall include the following statement in a journal article which has not been subjected to EPA review: "Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number) to (Name of Contractor), it has not been subject to the Agency's review and therefore does not necessarily reflect the views of the Agency, and no official endorsement should be inferred."

(3) Following publication of the journal article, the Contractor shall submit five copies of the journal article to the Project Officer, and one copy to the Contracting Officer.

(d) If the Government has completed the review process and agreed that the

contract material may be attributed to EPA, the Contractor shall include the following statement in the document:

This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use.

(e) If the Government has completed the review process, but decides not to publish the material, the Contractor may independently publish and distribute the material for its own use and at its own expense, and shall include the following statement in any independent publication:

Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.

H.12 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate.

A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

H.13 Key Personnel (EPAAR 1552.237-72) (FEB 1995) DEVIATION

(a) The Contractor shall assign to this contract the following key personnel:

Program Manager - (b)(4)

(b) During the first **ninety (90)** calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial **ninety (90)** day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer.

Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.14 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

H.15 ELECTRONIC SIGNATURES (EP-S 00-01) (SEP 2000)

As authorized by the current EPA Procurement Policy Notice on Electronic Signatures (see URL<<http://www.epa.gov/oam/ptod/>> for latest version), the Government and Contractor agree to accept each other's electronic signature on documents transmitted electronically under this contract. All electronically signed documents must be reproducible in a human-intelligible form and clearly indicate: (1) that the document was electronically signed, (2) who signed the document, (3) the title of the electronic signer, and (4) the date and time it was signed. The parties shall not deny the legal effect, validity, or enforceability of the records containing electronic signatures they transmit and receive on the ground that such records, including the signature(s), are in electronic form.

The receipt date and time of any record shall be the date and time the record is received at the EPA external Lotus Notes Gateway. In the event either party

experiences a major system failure which renders the ability to transmit electronic signatures inoperable for more than one business day, the party experiencing the system failure must promptly notify the other party by telephone or by facsimile.

While the system is inoperable, the parties may exchange records by facsimile transmissions, with signed originals and copies sent by surface mail or delivered by hand.

The following types of documents shall be issued as signed, paper originals only.

Correspondence, modifications as applicable or per written direction by the Contracting Officer.

At the request of either party, the other party shall provide a duplicate paper original, with a handwritten signature, of the following types of documents.

To be mutually determined

Each party agrees that it will promptly notify the other party of any unauthorized access to, or loss or destruction of electronic records sent or received. Depending on the seriousness of the lapse in computer system security, the contracting officer may modify or suspend the contractor's authorization to use electronic signatures.

H.16 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (EP-S 00-02) (SEP 2000) DEVIATION

The Task-Order and Delivery-Order Ombudsman for this contract is:

| | |
|-------------------|--|
| Name: | <u>Susan Moroni</u> |
| Address: | <u>1200 Pennsylvania Avenue, N.W. 3801R</u> <u>Washington, D.C. 20460</u> |
| Telephone Number: | <u>(202) 564-4321</u> |
| Facsimile Number: | <u>(202) 565-2473</u> |
| E-Mail Address: | <u>moroni.susan@epa.gov</u> |

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| NUMBER | DATE | TITLE |
|-----------|----------|---|
| 52.203-3 | APR 1984 | GRATUITIES |
| 52.203-5 | APR 1984 | COVENANT AGAINST CONTINGENT FEES |
| 52.203-7 | JUL 1995 | ANTI-KICKBACK PROCEDURES |
| 52.203-8 | JAN 1997 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY |
| 52.203-12 | SEP 2007 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS |
| 52.204-4 | AUG 2000 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER |
| 52.204-7 | APR 2008 | CENTRAL CONTRACTOR REGISTRATION (APR 2008) |
| 52.204-9 | SEP 2007 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL |
| 52.204-10 | SEP 2007 | REPORTING SUBCONTRACT AWARDS |
| 52.209-6 | SEP 2006 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006) |
| 52.215-2 | MAR 2009 | AUDIT AND RECORDS--NEGOTIATION |
| 52.219-8 | MAY 2004 | UTILIZATION OF SMALL BUSINESS CONCERNS |
| 52.219-9 | SEP 2009 | SMALL BUSINESS SUBCONTRACTING PLAN |
| 52.219-14 | DEC 1996 | LIMITATIONS ON SUBCONTRACTING |
| 52.219-16 | JAN 1999 | LIQUIDATED DAMAGES--SUBCONTRACTING PLAN |
| 52.222-3 | JUN 2003 | CONVICT LABOR |
| 52.222-26 | MAR 2007 | EQUAL OPPORTUNITY (MAR 2007) |
| 52.222-35 | SEP 2006 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006) |
| 52.222-36 | JUN 1998 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES |
| 52.222-37 | SEP 2006 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006) |
| 52.222-43 | SEP 2009 | FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (NOV 2006) |

| | | |
|-----------|----------|---|
| 52.223-6 | MAY 2001 | DRUG-FREE WORKPLACE |
| 52.223-14 | AUG 2003 | TOXIC CHEMICAL RELEASE REPORTING |
| 52.225-13 | JUN 2008 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES |
| 52.227-1 | DEC 2007 | AUTHORIZATION AND CONSENT |
| 52.227-2 | DEC 2007 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT |
| 52.227-14 | DEC 2007 | RIGHTS IN DATA--GENERAL |
| 52.227-14 | DEC 2007 | RIGHTS IN DATA--GENERAL ALTERNATE II (DEC 2007) |
| 52.227-16 | JUN 1987 | ADDITIONAL DATA REQUIREMENTS |
| 52.229-3 | APR 2003 | FEDERAL, STATE, AND LOCAL TAXES |
| 52.232-8 | FEB 2002 | DISCOUNTS FOR PROMPT PAYMENT |
| 52.232-17 | OCT 2008 | INTEREST |
| 52.232-25 | OCT 2008 | PROMPT PAYMENT |
| 52.232-34 | MAY 1999 | PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION |
| 52.233-1 | JUL 2002 | DISPUTES ALTERNATE I (DEC 1991) |
| 52.233-3 | AUG 1996 | PROTEST AFTER AWARD |
| 52.233-4 | OCT 2004 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM |
| 52.242-3 | MAY 2001 | PENALTIES FOR UNALLOWABLE COSTS |
| 52.242-13 | JUL 1995 | BANKRUPTCY |
| 52.243-3 | SEP 2000 | CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS |
| 52.246-25 | FEB 1997 | LIMITATION OF LIABILITY--SERVICES |
| 52.249-6 | MAY 2004 | TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996) |
| 52.249-14 | APR 1984 | EXCUSABLE DELAYS |
| 52.253-1 | JAN 1991 | COMPUTER GENERATED FORMS |

I.2 DEFINITIONS (FAR 52.202-1) (JUL 2004) DEVIATION

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

(1) The solicitation, or amended solicitation, provides a different definition;

(2) The contracting parties agree to a different definition;

(3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or

(4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

I.3 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (FAR 52.203-6) (SEP 2006) DEVIATION

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold.

I.4 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (FAR 52.203-10) (JAN 1997) DEVIATION

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27(a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract.

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract

financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

I.5 WAIVER OF FACILITIES CAPITAL COST OF MONEY (FAR 52.215-17) (OCT 1997) DEVIATION

The Contractor did not include facilities capital cost of money as a proposed cost of this contract. Therefore, it is an unallowable cost under this contract.

I.6 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **the effective date of the contract** through **the end of period of performance**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.7 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of **\$1,000,000;**

(2) Any order for a combination of items in excess of **\$1,500,000;**

(3) A series of orders from the same ordering office within five (5) business days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.8 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided,

that the Contractor shall not be required to make any deliveries under this contract after **six (6) months** beyond the expiration date of the contract.

I.9 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor.

The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **thirty days (30)**.

I.10 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

I.11 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FAR 52.219-28) (APR 2009)

(a) Definitions. As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a

novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at

<http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code _____ assigned to contract number _____.

[Contractor to sign and date and insert authorized signer's name and title].

I.12 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999) DEVIATION

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at

any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

I.13 SUBCONTRACTS (JUNE 2007) (FAR 52.244-2) (JUN 2007)

(a) *Definitions.* As used in this clause--

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type;
or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract;
or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Not applicable

(e) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required; (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of- cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c) (4) (i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

Consent given:

(b)(4)

Consultants:

(b)(4)

I.14 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

I.15 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (DEC 2009)

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to

incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), the contract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111- 5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212(a));

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(vii) [RESERVED]

(viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.16 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may

be accessed electronically at this/these address(es):

<http://www.arinet.gov/far/>

I.17 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

I.18 EXECUTIVE ORDER 13201 - NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES, 29 CFR PART 470 (EP-S 04-02) (APR 2004)

1. During the term of this contract, the contractor agrees to post a notice, of such size and in such form as the Secretary of Labor will prescribe, in conspicuous places in and about its plants and offices, including all places in and about its plants and offices, including all places where notices to employees are customarily posted. The notice must include the following information (except that the last two sentences must not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

NOTICE TO EMPLOYEES

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform period dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustments.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NRLB) either at one of its Regional offices or at the following address or toll-free number: National Labor Relations Board, Division of Information, 1099 14th Street, NW., Washington,

D.C. 20570, 1-866-667-6572, 1-866-315-6572 (TTY).

To locate the nearest NRLB office, see NRLB's website at <http://www.nrlb.gov>.

2. The contractor will comply with all provisions of Executive Order 13201 of February 17, 2001, and related rules, regulations, and orders of the Secretary of Labor.

3. In the event that the contractor does not comply with any of the requirements set forth in paragraphs (1) or (2) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13201 of February 17, 2001. Such other sanctions or remedies may be imposed as are provided in Executive Order 13201 of February 17, 2001, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

4. The contractor will include the provisions of paragraphs (1) through (4) herein in every subcontract or purchase order entered into in connection with this contract unless exempted by the rules, regulations, or orders of the the Secretary of the Labor issued pursuant to section 3 of Executive Order 13201 of February 17, 2001, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any such subcontractor or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: However, if the contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS**

| <u>NUMBER</u> | <u>ATTACHMENT TITLE</u> |
|---------------|---|
| 1 | Statement of Work "Technical and Outreach Services for Reducing Methane Emission from Coal Mines" |
| By Reference: | Small Business Subcontracting Plan and Small Disadvantaged Participation Plan |

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 Reference Statement

The Representations, Certifications, and other Statements of Offerers completed by the contractor as part of the response to the RFP PR-HQ-10-11067 are incorporated into this contract by reference.

ATTACHMENT 1

STATEMENT OF WORK "TECHNICAL AND OUTREACH SERVICES FOR REDUCING METHANE EMISSION
FROM COAL MINES"

STATEMENT OF WORK -

1.0. SCOPE

1.0.1 This scope of work is organized into the following sections:

a. Background and Purpose: This section briefly describes the program's background and the specific nature of the work required under these contracts.

b. Statement of Work/Specifications: This section provides a description of the work areas covered under this SOW. These include:

1. Project Development and Implementation Support
2. Technology Transfer Support
3. Outreach Support
4. Technical and Analytical support
5. Coal Mine Methane Emission Inventories
6. Policy and Regulatory Support

1.0.2. Statutory authority and reference documents

Clean Air Act Amendments of 1990, Section 603

Reports to Congress required by Clean Air Act:

Anthropogenic Methane Emissions in the United States: Estimates for 1990,
EPA 430-R-93-003, April 1993

Options for Reducing Methane Emissions Internationally, Volume I:
Technological Options for Reducing Methane Emissions
EPA 430-R-93-006, July 1993

Opportunities to Reduce Anthropogenic Methane Emissions in the United
States,
EPA 430-R-93-012, October 1993

Options for Reducing Methane Emissions Internationally, Volume II:
International Opportunities for Reducing Methane Emissions
EPA 430-R-93-006B, October 1993

US Climate Change Action Plan, 1993

Coalbed Methane Outreach Program (CMOP) Documents. To obtain reference information and copies of CMOP reports and publications cited in this SOW, review the CMOP home page at www.epa.gov/cmop

Examples of relevant documents include:

- Inventory of US Greenhouse Gas Emissions and Sinks (1990 - 2006).
April 2008.

http://www.epa.gov/climatechange/emissions/downloads/08_CR.pdf

- 2009 Draft US Greenhouse Inventory Report.
<http://www.epa.gov/climatechange/emissions/usinventoryreport.html>

- Identifying Opportunities for Coal Mine Methane Recovery at US Coal
Mines: Profiles of Selected gassy Underground Coal Mines 2002 - 2006.
Revised January 2009. EPA 430-K-04-003

http://www.epa.gov/cmop/docs/profiles_2008_final.pdf

- Thermal Oxidation of Coal Mine Ventilation Air Methane. June 2008.
http://www.epa.gov/cmop/docs/2008_mine_vent_symp.pdf

- Assessment of the World Market for Ventilation Air Methane. July

2003. EPA 430-R-03-002.

http://www.epa.gov/cmop/docs/ventilation_air_methane.pdf

- Abandoned Coal Mine Methane Opportunities Database. September 2008.
http://www.epa.gov/cmop/docs/amm_opportunities_database.pdf

- US Abandoned Coal Mine Methane Project Opportunities. July 2008.
EPA 430-R-08-002. http://www.epa.gov/cmop/docs/cmm_recovery_opps.pdf

- Methane Emissions from Abandoned Coal Mines in the US: Emission Inventory Methodology and 1990 - 2002 Emissions Estimates. April 2004.
http://www.epa.gov/cmop/docs/amm_final_report.pdf

- US Surface Coal Mine Methane Recovery Project Opportunities. July 2008. EPA-430-R-08-001.
http://www.epa.gov/cmop/docs/cmm_recovery_opps_surface.pdf

- Coal Mine Methane Global Overview. January 2009.
<http://www.methanetomarkets.org/resources/coalmines/docs/overviewfull.pdf>

- Upgrading Drained Coal Mine Methane to Pipeline Quality: A Report on the Commercial Status of System Suppliers. January 2008.
EPA-430-R-08-004. <http://www.epa.gov/cmop/docs/red24.pdf>

- Coal Mine Methane (CMM) Finance Guide. July 2009. EPA-430-D-09-001.
http://www.epa.gov/cmop/docs/finance_guide.pdf

- Coal Mine Methane Project Cash Flow Model.
http://www.epa.gov/cmop/resources/cashflow_model.html

1.1. BACKGROUND

1.1.1. Greenhouse Gases, Climate Change and the Importance of Mitigation

Changing the climate of the earth through the build-up of an array of radiatively active trace gases may have a number of adverse effects on the earth's environment, world economies, and world health. The Environmental Protection Agency's (EPA's) Climate Change Division (CCD) initiates programs to support commercialization of technologies and practices that will make systems more efficient, reduce emissions of these potent greenhouse gases, and thereby reduce the future risks of climate change.

Methane is a large contributor to potential global warming, second only to carbon dioxide. Methane is a potent greenhouse gas over 20 times more effective, per unit mass, at trapping heat in the atmosphere than carbon dioxide (CO₂) over a one-hundred year period. Furthermore, methane's concentration in the atmosphere is changing at a rapid rate, more than doubling over the last two centuries and continuing to rise annually. These increases are largely due to increasing emissions from anthropogenic sources; more than 60 percent of total methane emissions are related to human activities.

1.1.2. Coal Mine Methane Background

Methane is formed during the process of coalification (coal formation).

During coal mining, methane is released as a result of mining activities at underground and surface mines. It is also emitted to the atmosphere from abandoned (closed) underground mines and as a result of post-mining activities including coal processing, storage and transportation. Active underground mines are the single largest source of coal mine methane (CMM) emissions in most countries.

Globally, CMM accounts for about 8% of total methane emissions resulting from human activities. In 2005, worldwide CMM emissions were estimated to be about 400 million metric tons of carbon dioxide equivalent (MMTC02E). China and the United States, the world's largest producers of hard coal, are also the leading emitters of CMM. Other countries and regions with significant CMM emissions include Australia, India, Russia and other Eurasian countries (i.e., Kazakhstan and Ukraine), South Africa, Indonesia, Eastern Europe (especially Poland), Germany, and the United Kingdom. Several other countries, such as Mexico and Vietnam, do not have large national emissions of CMM, but do have some coal mines that produce substantial volumes of CMM. Abandoned mine emissions are also significant in many of these countries.

At active underground mines, methane must be removed from underground operations to ensure the safety of those who work underground. This is achieved primarily by employing large-scale ventilation systems that move massive quantities of air through the mine. These ventilation systems keep the in-mine levels of methane safe for workers, but also release to the atmosphere large amounts of methane at very low concentrations, referred to as ventilation air methane (or VAM). In addition, at some mines methane is produced from degasification systems, also commonly referred to as gas drainage systems, which employ vertical and/or horizontal wells to recover methane. Abandoned Mine Methane (AMM) refers to methane emitted from (and in some cases, recovered and used) abandoned mines.

There are many opportunities for reducing CMM emissions by employing technologies that use the captured methane. There are a variety of profitable uses for CMM, and the optimal use at a given location is dependent on factors such as the quality of methane, availability of end-use options, and local and regional markets. While the United States was one of the first countries to tap the potential of CMM on a large scale and was a leader in the field of CMM recovery and utilization for many years, opportunities and interest in CMM in the rest of the world has surged in recent years. Now there are at least 14 different countries that recover and use CMM, and there are well over 240 projects operating or in development globally. China is quickly overtaking the US in terms of the total volume of CMM that is recovered and used.

To date, the range of CMM projects around the world includes natural gas pipeline injection, electric power production, co-firing in boilers, district heating, mine heating, coal drying, vehicle fuel, flaring, and manufacturing/industrial uses such as feedstock for carbon black, methanol and dimethyl ether (DME) production. Technological development has progressed and it has been demonstrated at several mines that even the very low concentration methane in mine ventilation air (i.e., VAM) can be oxidized. In two projects in Australia, the resulting thermal energy has been used to produce heat and electricity.

Many CMM projects are attractive based on their economic and environmental benefits. First, a relatively small number of large and gassy coal mines account for a large portion of CMM emissions. Therefore, applying emissions reduction strategies at these gassiest coal mine facilities would result in a substantial

decrease in estimated current and future methane emission levels. Second, because methane is a source of energy as well as a greenhouse gas, many emission-control options have additional social and economic benefits. Anthropogenic methane emissions are usually an indication of a system's inefficiency, and in many cases, methane that would otherwise be emitted to the atmosphere can be recovered and used. Therefore, emissions reduction strategies have the potential to be profitable. Third, CMM recovery and use offers additional ancillary benefits including improved mine safety, increased mine productivity, energy independence, improved air quality, economic development through creation of skilled jobs, and a sustainable energy resource.

While offering substantial emission reductions, methane capture and end-use technologies have not been implemented at many coal mines that could produce and sell CMM profitably in the United States or globally because of financial, informational, institutional, and technical barriers. Efforts are needed to increase both the amount of CMM recovered by mine degasification and ventilation systems and to improve the percentage of this resource being recovered and utilized.

This is especially the case internationally. In the US, the percentage of drained gas (gas from degasification systems) that is recovered and use has reached a relatively stable level of over 80% in recent years. Yet in other key coal-producing countries (e.g., China, India, Ukraine), the percentage of gas recovered and used is dramatically lower and there is extraordinary potential for reducing these CMM emissions.

US EPA's Coalbed Methane Outreach Program (CMOP) is a voluntary program within CCD. CCD works to assess and address global climate change and the associated risks to human health and the environment. CMOP has been encouraging the continued development of CMM recovery systems from coal mines in the US and globally since 1994 when the program was established. Initially the program focused primarily on overcoming project development barriers in the United States and has been quite successful in doing so. Since its inception, the program has also had an international component, working selectively with a few countries such as China and Russia. However, in recent years, and especially since the launch of the Methane to Markets Partnership in late 2004, the program's focus has become increasingly international in scope and the breadth of the international work has dramatically expanded. The program now has ongoing activities in at least 8 countries, and closely monitors global CMM project developments and related policies and events.

CMOP uses several tools in working to encourage the development of this resource, including the following:

- o Technical assessments of CMM project opportunities and recovery and end-use options;
- o Project development support, including preparation of feasibility assessments;
- o Outreach efforts through such activities as conferences, publications, and a website;
- o Policy, legal, regulatory and market evaluations at the general and mine-specific level;
- o Capacity building and technology transfer
- o Development of new strategies to reduce CMM emissions from coal mines.

For more information on the program, please visit its website:
www.epa.gov/cmop

CMOP's domestic activities. Prior to 2000, CMOP focused a large portion of its resources on project opportunities in the US, developing a very comprehensive set of studies necessary to convey the importance of CMM recovery, the technologies available for CMM recovery, and the feasibility of CMM projects. Beginning in 2000, US efforts were redirected to focus more on targeting coal mines with the potential for CMM project development, evaluating technical options and markets for use of VAM, and additional work to develop methodologies and emission estimates for abandoned and surface mines. The Program intends to continue its efforts to target mine-specific opportunities in the US and will continue to promote opportunities for VAM, abandoned mine and surface mine projects.

CMOP's international activities. As mentioned above, since its inception, CMOP has had an international component, although the program's overall emphasis has shifted dramatically. Initially the program was predominantly domestically-focused with a relatively small emphasis on a few international activities, historically focusing on China, Russia, Ukraine, and Poland. However, that emphasis has now been reversed and the program's international activities consume the bulk of the program's resources and energies. This shift reflects the growing international awareness of the potential greenhouse gas emissions reductions and associated benefits of CMM projects, combined with ever-increasing coal production globally. International cooperation through the United Nations Framework Convention on Climate Change (UNFCCC) and international collaborations such as the Methane to Markets Partnership, the Asia Pacific Partnership on Clean Development and Climate Change, and various bilateral agreements (Energy Dialogues, Strategic & Economic Dialogues, etc.) has increasingly emphasized the importance of CMM project development and the program has responded to those demands.

Since the launch of the Methane to Markets (M2M) Partnership in 2004, CMOP's international activities have been conducted under the auspices of that Partnership. The M2M Partnership is a voluntary, non-binding framework for international cooperation to advance the recovery and use of methane as a valuable clean energy source. The role of the Partnership is to bring diverse organizations together with international governments to catalyze the development of methane projects. The private sector, the research community, development banks, and other governmental and non-governmental organizations are encouraged to collaborate with the Partners and contribute to the Partnership by joining the Project Network, which has over 800 members. The M2M Partnership focuses on four major methane sources: landfills, underground coal mines, natural gas and oil systems, and agriculture (manure management). The Partnership conducted a successful Partnership Expo event in Beijing, China, in October 2007, and is planning another similar event in early 2010.

EPA is the lead US agency in the M2M Partnership and serves as co-chair of the Coal Mine Methane Subcommittee. The US efforts under the Partnership also include the Department of Energy (DOE), the US Department of Agriculture, the Department of State, the US Agency for International Development (USAID), and the US Trade & Development Agency (USTDA). The Partnership is in the process of developing a new charter as the first five year charter is coming to an end. More information is available on the following websites: www.epa.gov/methanetomarkets and www.methanetomarkets.org

The M2M Coal Subcommittee's work focuses on encouraging coal mines to recover and use or oxidize methane that is otherwise simply emitted to the atmosphere.

Over the past five years, CMOP's activities under the Partnership have included technology transfer and market development workshops, creation and support of information centers or clearinghouses, technology demonstrations, project feasibility analyses, training and study tours, development of a best practices guide for mine degasification and drainage, development of global CMM databases and country profiles, development of case studies of US mines, development of templates and profiles of project opportunities in several countries, development of country-specific strategies for CMM development, and evaluations of barriers to project development in China and several countries that comprise Newly Independent States (NIS) from the former Soviet Union. During this time, CMOP's work under the auspices of the Partnership has focused on several countries: China, India, Mexico, Mongolia, Nigeria, Poland, Ukraine, and Russia. Other countries of possible future interest and engagement include Kazakhstan, Vietnam, Georgia, Indonesia, and South Africa (note: the latter two countries are not yet Partners in M2M).

CMOP also participates in the Asia Pacific Partnership on Clean Development and Climate (APP) as part of Coal Mining Task Force. The Partnership currently includes 7 countries: Australia, Canada, China, India, Japan, Korea, and the United States. The scope of the task force's activities is much broader than coal mine methane, but it does include some activities related to CMM.

1.2 AREAS OF WORK

This Scope of Work entails a set of activities to assist the Government in the continued development of CMM emission reduction projects at coal mines in the US and abroad. The contractor shall also be prepared to assist the Government by providing a limited amount of support under the work areas (described in detail below) on mitigating emissions from other sources of methane and other greenhouse gases. This work is integral to the broader Climate Change Action Plan goals of stabilizing greenhouse gas emissions.

Most work performed under this contract shall focus on reducing CMM emissions including methane emitted from active underground and surface mines, abandoned mines (AMM), and from mine ventilation systems (VAM). These activities include identification of mines that have the potential for CMM recovery and use projects.

At mines that currently do not recover their CMM, the process may begin with technical assessments of potential CMM recovery and utilization projects, incorporating assessments of the drainage and recovery conditions and technologies and applicable end-use technological options. The process may include comprehensive, site-specific assessments of technical and economic feasibility of recovering and using the CMM, based on knowledge of existing infrastructure, end-use markets, any financial or policy incentives and barriers, etc. Another component of project development support is technical assistance and outreach.

At mines that currently have projects, the process may include technical and feasibility analyses of future expansions.

In addition to extensive travel within the United States, it may be necessary for the contractor to travel to other key coal mining countries and regions such as China, India, Indonesia, Mexico, Mongolia, Eastern Europe and the countries of the former Soviet Union (also known as the Confederation of Independent States (CIS) or Newly Independent States (NIS)), and Africa. Limited travel to other developed countries such as Australia, Canada, Japan, Germany, and UK may also be necessary. With very few exceptions, individual trips inside and outside the US will be limited to a maximum of three weeks, and in most cases will not exceed

one week. US Government contractors are required to comply with Federal Travel Regulations (FTR) when traveling under contract to the Government. The FTR allows business class airfare for trips over 14 hours with authorization from the task order project officer. Under this contract, however, authorized travel, even over 14 hours, will be economy class with few exceptions.

Under this contract, contractors are also likely to be called upon to tour the surface and underground installations at coal mines in the US and abroad, and should be prepared to do so.

The majority of international work with CMOP will be carried out under the auspices of the Methane to Markets Partnership (www.methanetomarkets.org/m2m2009/partners/index.aspx). The contractor shall assist the Government in implementing the M2M Partnership by supporting work to promote CMM recovery primarily in Partner countries that are developing countries or economies in transition. Therefore, the tasks and program of work outlined in Sections 1.2.1 through 1.2.6 are applicable to both the domestic US and international programs of CMOP.

The contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified) to perform the Areas of Work as follows:

1.2.1. Project Development and Implementation Support

The contractor shall assist the Government in preparing analyses and assessments of coal mine methane project opportunities, technologies, and end uses to facilitate EPA development and implementation of projects in the US, other industrialized countries, countries with economies in transition, and developing countries, with particular focus on key M2M Partner countries (i.e., China, India, Ukraine, Poland). Assessments shall encompass mines both with and without significant experience in methane recovery and use, and shall also consider commercially available as well as new and emerging technologies.

Specific elements of these evaluations and assessments may include the following:

1. Gas recovery and degasification technology evaluations. The contractor shall assess the applicability of technologies and techniques for degasifying coal mines under different mining conditions; analyzing the potential to adapt existing technologies for application at specific sites; assessing the economics and the applicability of available technologies and techniques for maximizing the recovery of low, medium and high-quality CMM suitable for use as fuel; and evaluating the full range of technical issues related to expanding the recovery of CMM at specific coal mines or specific regions and countries.

2. End-use technology evaluations. The contractor shall assess the applicability of existing and emerging technologies for the mitigation and/or use of low, medium, and high quality CMM produced by coal mines; and shall evaluate the full range of technical, policy, and market issues related to expanding the use of CMM at specific coal mines or in specific regions and countries.

3. Project identification. The contractor shall identify potential opportunities for CMM recovery and utilization (or mitigation) projects in the US, other developed countries, developing countries or countries with economies in transition. These could include the following activities:

- o Updating information about CMM project opportunities at underground US coal mines (e.g., see CMOP's most recent document at http://www.epa.gov/cmop/docs/profiles_2008_final.pdf);
- o Identifying opportunities for abandoned mine project opportunities in the US or other countries;
- o Identifying opportunities for surface mine projects in the US or other countries;
- o Identifying CMM project opportunities in M2M Partner countries that could be showcased at events such as the Partnership Expo. This effort involves preliminary data collection, elementary technical and economic analyses, and preparation of graphical information displays.

4. Development of pre-feasibility assessments. The contractor shall evaluate site-specific conditions at coal mines both in the US and abroad to provide a preliminary assessment of their technical and economic potential to profitably recover and mitigate or use CMM. Pre-feasibility studies typically include the following elements:

- o Assessment of historic and projected methane emissions from the mine, to the extent available (drained gas quantity and quality, ventilation emissions),
- o Interest of mine management and local market demand for particular end uses for the methane,
- o Capacity of different technologies to recover and use the coal mine methane,
- o Preliminary assessment of project economics (internal rate of return, simple payback period).

5. Development of full-scale feasibility assessments. The contractor shall evaluate and assess the feasibility of CMM recovery and utilization projects based on site-specific conditions at coal mines in the US or internationally. These analyses shall evaluate all appropriate factors including technical, economic, financial, market, and legal/regulatory considerations. Elements of full-scale feasibility assessments include the following:

- o Preparation of a pre-feasibility study
- o Preparation of an analysis of methane resource data at the mine and evaluation of degasification technologies and practices to optimize methane drainage
- o Preparation of a market assessment for the produced methane, considering the local and regional markets for the gas or its byproducts
- o Evaluation of methane utilization technologies, including the most appropriate and technically and commercially viable for the site specific conditions
- o Performance of a technical analysis and preliminary engineering design based on the most feasible end use(s) scenario(s)
- o Calculation of emission reductions associated with project implementation based on project lifetime, compared with business as usual projections

- o Estimation of capital and operating costs for installation of the proposed system
- o Performance of economic analysis, financial analysis, and cash flow projections
- o Preparation of a final feasibility study report that includes an executive summary and synopses of the analyses conducted as well as an assessment of the overall environmental impacts and benefits of the project and any perceived or real policy, legal, or regulatory barriers to project implementation. This includes an assessment of legal and regulatory requirements, including general business regulations, environmental, health and safety regulations and other applicable laws.

1.2.2. Technology Transfer Support

The contractor shall assist the Government by identifying cost-effective opportunities to recover CMM emissions in the US and internationally by supporting the deployment of best management practices in the recovery and use of CMM, as well as supporting the development of potential financing mechanisms to encourage investment. Possible activities include technology demonstration projects, workshops, training, study tours, and support for international clearinghouses, as described below:

1. Technology demonstration projects. The contractor shall provide technical and analytical support for technology demonstration projects in the US and internationally. This support may include site-specific engineering design, installation assistance, data collection and monitoring, research, data analysis, and development of technical papers. One example of a recent US DOE- and EPA-funded technology demonstration project is the ventilation air methane (VAM) thermal oxidation project hosted by CONSOL Energy at an abandoned mine site.
2. Workshops. The contractor shall organize and conduct workshops as needed on specific topics to share technical information and experiences related to coal mine methane project development for US or international audiences. Elements of this activity include development of an agenda, identification of appropriate speakers / presenters, preparation and delivery of presentations, and logistical elements associated with implementing the workshop (site arrangements, registration, materials, proceedings, etc.).
3. Training. The contractor shall organize and conduct training sessions for US or international delegations. These training sessions may include classroom sessions as well as visits to one or more sites, as appropriate. Elements of this activity include development of an itinerary / agenda, identification of appropriate persons to conduct the training, preparation and delivery of the training, and logistical elements associated with implementing the training (transportation and other travel logistics, site arrangements, materials, etc.).
4. Study tours. The contractor shall organize and conduct study tours for US or international delegations. These study tours may include site visits to one or more sites in the US or internationally as appropriate. Elements of this activity include development of an itinerary / agenda, identification of appropriate persons to accompany the delegations, and logistical elements associated with implementing the site visits (transportation and other travel logistics, site arrangements, materials, etc.).
5. Support for international clearinghouses. CMOP has helped to establish

and support several information centers (or "clearinghouses") to support CMM project development in several countries, including China, India, and Russia. The contractor shall provide technical and economic evaluations, development of outreach materials, development of training programs, support for web-based databases, translation, travel and logistical services, and information gathering.

1.2.3. Outreach Support

The contractor shall assist the Government in providing outreach support for activities in the US, other industrialized countries, economies in transition, and developing countries, to a diverse audience comprised of executive, technical, academic and other individuals important in the development of coalmine methane projects. The contractor shall be prepared to undertake outreach activities for the program including development of outreach materials, program summaries and fact sheets, public education materials, and technical outreach materials targeted at specific industry and interest groups. The contractor shall be prepared to use a variety of media in disseminating outreach materials. Examples of this support include:

1. Contributing content. The contractor shall develop articles, ideas, graphics, and analyses and other content to program updates such as the Coalbed Methane Extra (a newsletter published three to four times per year that is emailed to CMOP network contacts); weekly email updates (the "Coalbed Methane Notes"); and material for the CMOP website (www.epa.gov/cmop).
2. Developing profiles of key stakeholders. The contractor shall develop profiles of key stakeholders, including coal mining companies, project developers, and technology vendors, as well as key relevant information and suggestions for CMOP activities to engage these stakeholders more effectively.
3. Updates. Keeping CMOP outreach documents and resources current and up to date based on recent developments.
4. Quick turn-around and in-depth analyses. On an as-needed basis, respond to public inquiries by conducting research on government and industry policy, statistics, business practice, industry, market and government trends and other topics pertaining to expanding coal mine methane practices. This assistance may include developing outreach materials communicating the results of these analyses in the form of reports, technical documentation, and other written materials. As appropriate, this assistance may entail quick response or it may involve more detailed research and analyses.
5. Meeting and Conference Support. The contractor shall assist the Government in providing logistical and technical support for conferences and meetings. Meetings may include the annual CMOP conference and various other CMOP sponsored events, industry sponsored events where CMOP will participate, Methane to Markets events such as the Coal Mine Methane Subcommittee meetings and related workshops, and technical workshops in support of the Program's mission. This assistance may include identifying participants that meet the goals of the meeting or conference; organizing logistical aspects of Government sponsored conferences or meetings and disseminating this information; and preparing agendas, conference flyers, background material, providing on-site support such as audio-visual equipment, preparing minutes and preparing and distributing conference reports; registration of participants, and providing translation/interpretation services. The contractor may also be called upon to support and manage travel of US and international CMM experts who will deliver presentations and lead technical sessions as part of CMOP-supported workshops and symposia conducted under Methane to Markets. The contractor may be asked to prepare and deliver presentations or papers for such meetings and events.

6. Administrative Support. The Contractor shall assist the Government by providing critical administrative support to the Coalbed Methane Outreach Program and the Coal Subcommittee of the Methane to Markets Partnership. Activities could include support for the development or updates of the Coal Subcommittee Action Plan, logistical support for CMM Subcommittee meetings, creation and management of an electronic framework for emissions tracking among the member countries, providing logistical support for delegates' travel, managing the Coal Mine Methane Project Network contact list, and supporting the activities of the Methane to Markets Partnership Secretariat and Administrative Support Group.

7. Development of outreach materials. This shall include content for brochures, fact sheets, program summaries, public education materials, and technical outreach materials targeted to specific industry and interest groups.

8. Aid in recruiting efforts. The contractor shall have the capability to undertake recruiting tasks for the program by accomplishing the following:

- o Identifying target audiences;
- o Identifying key issues or barriers that influence or constrain the decision of various target audiences to participate;
- o Identifying options for overcoming barriers and/or addressing issues;
- o Developing recruiting tools and information;
- o Making recruiting presentations to prospective partners/allies;
- o Working with existing stakeholders to encourage development of new partners /allies / stakeholders.

1.2.4. Technical and analytical support

The contractor shall assist the Government in providing technical support and analyses to promote coal mine methane recovery and utilization in the US and internationally. This shall include but is not limited to support for financial model and other analytical tool development; technical analyses of degasification practices; and development of sector-specific methodologies.

1. Support for financial model and other analytical tool development and maintenance. EPA has developed an online, excel-based model to evaluate basic economic analyses of CMM projects. The contractor shall assist in the further development and refinement of this model by providing technical and cost data to support development of new modules; updating cost and technology elements of the model as needed; and adapting the model to international conditions. The contractor shall also provide EPA with the expertise to develop other analytical tools as appropriate. See: http://www.epa.gov/cmop/resources/cashflow_model.html

2. Technical analyses of drainage / degasification practices and other technical issues related to coal mine methane recovery and utilization. The contractor shall provide support for further development and updates for EPA's technical reports and efforts dealing with mine drainage / degasification, recovery, and utilization. These efforts may include reviewing, updating, enhancing, or disseminating current EPA documents as well as the results of the Best Practices Guidance Document on Coal Mine Methane Degasification and Drainage practices globally (currently under development).

3. Development of sector-specific methodologies. The contractor shall assist the Government in developing guidance for government agencies, non-governmental organizations, or methods for corporate-level or facility-level greenhouse gas (GHG) inventories, as well as emissions or emissions reductions from specific projects. The contractor shall assist in the development of guidance on methodologies for estimating direct GHG emissions reductions from mitigation or energy recovery activities, as well as investigate, develop, review, or critique guidance or methods for GHG emissions monitoring, reporting, and verification.

4. Development of international analyses and reports. In support of the Methane to Markets Partnership, the contractor shall provide updated information about global CMM projects, opportunities, developments, technologies, and legal/regulatory policies. The contractor shall assist in updating or developing new technical and informational reports such as the Global Overview (see: <http://www.methanetomarkets.org/resources/coalmines/overview.htm>) and the Global CMM Project Database. See: <http://www2.ergweb.com/cmm/index.aspx>

1.2.5 Coal Mine Methane Emission Inventories

The contractor shall assist the Government in preparing coal mine methane emission inventories from active and abandoned mines in the US and internationally.

1. US CMM Inventories. The contractor shall assist the Government through support of the preparation, publication, and submittal of the annual US Inventory of Greenhouse Gas Emissions and Sinks as well as the periodic preparation, publication, and submittal of the US National Communication under the U.N. Framework Convention on Climate Change. These efforts may include research, compilation and interpretation of mine ventilation and degasification data to develop a credible and verifiable emission inventory for both active and abandoned mines. See: <http://www.epa.gov/climatechange/emissions/usinventoryreport.html>

2. International CMM Inventory. The contractor shall assist the Government in its efforts to actively participate in and contribute to the development and implementation of industry-specific best practices for preparing active and abandoned mine methane emission methodologies through the Intergovernmental Panel on Climate Change. The contractor may be called upon to support development of white papers, and to participate in workshops and review panels. See: <http://www.epa.gov/climatechange/emissions/globalghg.html>

1.2.6 Policy and Regulatory Support

The contractor shall provide the Government with policy and regulatory support related to methane emissions from coal mines. This support shall include providing assistance and conducting analyses and evaluations for government actions (past, present and future) and of policy and market conditions in the US, other industrialized nations, economies in transition, and developing countries.

1. Evaluations of policy and regulatory actions. The contractor shall assist the Government in conducting evaluations concerning government policy and regulatory actions related to CMM project development including gas ownership issues, offset programs (both voluntary and regulatory), carbon markets (US and international), emissions regulations, tax credits, electric power industry restructuring, natural gas deregulation, and climate and air quality legislative actions. These evaluations may include the development of reports outlining the impact that certain legal rulings, government policy, or regulatory actions have or could have on the continued development of CMM projects and associated emissions reductions. This assistance does not involve analysis of any particular CMM project's compliance with statutory and/or regulatory requirements.

2. Market evaluations. In addition, the contractor shall assist the Government in conducting detailed market evaluations related to the development of CMM projects. These market evaluations may include detailed assessments comparing

the economic risk of developing a CMM project versus investment in standard coal projects or other opportunities; evaluations of how CMM could enhance coal sales; coal and other commodity futures analysis; and proposed sites for future distributed generation power sites that could use CMM as a source of fuel. This shall include assessments of carbon markets (both voluntary and compliance) in the US and internationally and their impact on coal mine methane project development both in specific cases and more generally.